A COMPARATIVE STUDY OF THE NORMATIVE STRUCTURE AND INSTITUTIONAL APPLICATION OF THE PRINCIPLE OF GOOD FAITH IN THE CIVIL CODES OF CHINA AND UZBEKISTAN

Yu Qiyang
Xiangtan University, China
E-mail: 1092675775@qq.com
Field of Study: Comparative Civil Law
https://doi.org/10.5281/zenodo.23589601

Abstract. This article compares the normative structure and institutional application of good faith in the Civil Code of the People's Republic of China and the Civil Code of the Republic of Uzbekistan. It examines the principle's placement in the general part, its relationship to contractual performance and interpretation, the treatment of abuse of rights, and the role of courts. China combines a general rule in Article 7 with targeted provisions on interpretation, pre-contractual conduct and contractual performance, notably Articles 142, 500 and 509. Uzbekistan expressly presumes good faith, reasonableness and justice in the exercise of civil rights under Article 9, uses these standards in the law of analogy under Article 5, and authorizes courts to refuse protection for specified forms of abusive exercise. The comparison finds a shared commitment to honest and legally responsible private conduct but a different drafting architecture: China gives the principle broad, cross-cutting reach through an integrated code, whereas Uzbekistan states a more explicit presumption and a clearer remedial consequence. Their effective operation ultimately depends on reasoned judicial decisions that connect the open-textured standard to statutory text, legitimate expectations and the facts of each dispute.

Keywords: good faith; Civil Code; China; Uzbekistan; abuse of rights; contract performance; comparative law.

Аннотация. В статье сопоставляются нормативная структура и институциональное применение принципа добросовестности в Гражданском кодексе Китайской Народной Республики и Гражданском кодексе Республики Узбекистан. Рассматриваются место принципа в общей части, его связь с исполнением и толкованием договора, злоупотреблением правом и судебной практикой. В Китае общее правило статьи 7 сочетается со специальными положениями о толковании, преддоговорном поведении и исполнении обязательств, в частности статьями 142, 500 и 509. В Узбекистане статья 9 прямо устанавливает презумпцию добросовестности, разумности и справедливости при осуществлении гражданских прав; статья 5 включает эти требования в механизм аналогии права, а статья 9 позволяет суду отказать в защите права при определённых формах злоупотребления. Обе системы требуют честного и юридически ответственного поведения, однако используют разные законодательные конструкции: китайский Кодекс придаёт принципу сквозное действие через взаимосвязанные нормы, тогда как узбекский Кодекс яснее формулирует презумпцию и последствие для судебной защиты. Практическая эффективность принципа зависит от мотивированного применения,

связывающего оценочный стандарт с текстом закона, оправданными ожиданиями и обстоятельствами спора.

Ключевые слова: добросовестность; Гражданский кодекс; Китай; Узбекистан; злоупотребление правом; исполнение договора; сравнительное правоведение.

INTRODUCTION

Good faith is a central but open-textured standard of private law. In civil-law systems it can guide interpretation, fill contractual gaps, constrain opportunistic conduct and inform the exercise of rights. Its flexibility is also a source of legal uncertainty: a court that invokes good faith without identifying the relevant statutory rule and conduct risks replacing predictable law with an impression of fairness. Comparative analysis therefore requires attention not only to wording, but also to where the principle sits in the code and what legal consequences attach to its breach. [1]

China and Uzbekistan offer a useful comparison because both are codified systems and both expressly recognize good faith, yet their legislative formulations differ. China's Civil Code, effective from 1 January 2021, places good faith among general civil-law principles and repeats it in specific rules on legal acts and contracts. Uzbekistan's Code combines the general foundations of civil legislation with an express presumption governing the exercise of civil rights and a defined judicial response to certain abuses. [2]

The purpose of this article is to compare the normative architecture and institutional application of good faith in the two Codes. Research objectives are:

identify the principal general and specific provisions that express good faith;

compare its functions in interpretation, contractual performance and control of rights;

examine the remedies and institutional role of courts;

assess the implications for predictability and comparative legal development.

The study applies comparative-legal, formal-legal and systemic methods. It is primarily a normative analysis of statutory text and judicial guidance, supplemented by scholarship on the function and limits of good faith. The English rendering of Uzbekistan's Code on CIS Legislation is expressly described by its publisher as machine-translated; the analysis therefore checks the operative wording against LexUZ's official Russian text and treats English formulations as explanatory rather than authoritative.

NORMATIVE STRUCTURE OF GOOD FAITH

In China, Article 7 of the Civil Code directs civil subjects, when conducting civil activities, to abide by good faith and uphold honesty and trustworthiness. The provision is situated in Book I, General Provisions, among the fundamental principles that guide the whole Code. It is not confined to contracts. It can inform property dealings, civil juristic acts, family or personality-related relations where relevant, and the interpretation of more specific rules. Article 132 separately prohibits abuse of civil rights that harms national or public interests or

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Ejan Mackaay, "Good Faith in Civil Law Systems: A Legal-Economic Analysis," Revista Chilena de Derecho Privado 18 (2012): 149–177, https://doi.org/10.4067/S0718-80722012000100004.[1]
Jacques Henri Herbots, "The Chinese New Civil Code and the Law of Contract," China-EU Law Journal 7 (2021): 39–49, https://doi.org/10.1007/s12689-021-00090-6.[2]

the lawful rights and interests of others. Together, these provisions distinguish the affirmative standard of honest conduct from a prohibition on abusive exercise.

The Code then translates the general principle into more specific legal operations. Article 142 requires the meaning of an expression of intent to be interpreted with reference to the words used, relevant terms, the nature and purpose of the act, custom and good faith. Article 500 imposes liability for specified dishonest conduct in the course of concluding a contract, including intentional concealment of material facts and other conduct contrary to good faith. Article 509 requires full performance and states that parties must comply with good faith by undertaking notices, assistance and confidentiality obligations in accordance with the contract's nature and purpose and the course of dealing.

Uzbekistan's architecture is more explicit about the presumption and its general application. Article 1 identifies equality of participants, inviolability of property, freedom of contract, non-interference in private affairs, free exercise of civil rights and judicial protection as foundations of civil legislation. Article 5 addresses a gap in legislation or agreement: where analogy of law is unavailable, rights and duties are determined by the general principles and meaning of civil legislation and the requirements of good faith, reasonableness and justice. The Code thus makes these standards a stated part of gap-filling, while prohibiting the use of analogy to impose restrictions on civil rights or liability.

Article 9 provides the most direct statement for private conduct. It protects a person's discretion to exercise civil rights but says that their exercise must not violate the rights and legally protected interests of others. The good faith, reasonableness and justice of participants' actions are presumed. The same article rejects conduct intended to harm another, other forms of abuse of rights, and exercise of a right contrary to its purpose; for non-compliance with specified requirements, a court may refuse protection of the right. This joins a rebuttable normative expectation with a consequence affecting judicial protection.

INSTITUTIONAL APPLICATION IN CONTRACTUAL RELATIONS

Contract law demonstrates how a general principle becomes operational. China's Article 509(2) is notable because it identifies typical ancillary duties—notices, assistance and confidentiality—and ties them to the nature and purpose of the contract and the parties' course of dealing. Rather than treating good faith as a free-standing power to rewrite the bargain, the text offers contextual criteria for specifying what performance requires. Article 142 similarly supplies factors for interpreting disputed expressions. The 2022 Supreme People's Court interpretation of the General Provisions gives courts criteria for assessing abuse of civil rights, including the target, purpose, time and manner of exercise and the resulting imbalance of interests. The separate contract-book interpretation took effect in December 2023, adding a further institutional layer for contract disputes.

Uzbek law gives courts a different but complementary role. Article 5 permits good faith, reasonableness and justice to inform the resolution of genuine gaps only after ordinary rules and analogy of law have been considered. Article 9's possible refusal of protection makes the principle relevant not merely to how an obligation is interpreted, but also to whether a claimant may obtain judicial enforcement of an abused right. A further contractual example appears in Article 383(3)(2): when assessing a material change of circumstances, the Code asks whether the interested party could overcome the change with the degree of good faith and attentiveness

required by the nature of the contract and conditions of commerce. Good faith thus operates not only as a general conduct standard but also as a fact-sensitive criterion in hardship relief. A court should identify the precise statutory basis and conduct at issue rather than displace an otherwise applicable rule.

A practical example clarifies the contrast. Suppose a party knowingly remains silent about a fact that the contract and prior dealings make material, then insists on a literal reading that defeats the other party's justified understanding. Under Chinese law, the court may consider Article 142's interpretive factors, Article 500 where the conduct occurred during negotiations, and Article 509 where performance duties are at issue. Under Uzbek law, the court may assess whether the exercise of the contractual right is consistent with the presumed standards in Article 9 and whether it amounts to abuse; if the dispute exposes an unregulated issue, Article 5 provides the subsidiary analogy-of-right route. The factual result need not differ, but the legal route and required reasoning are structured differently.

This comparison also cautions against assuming that a general clause automatically yields a uniform outcome. Scholarship distinguishes subjective good faith—honest belief or lack of knowledge—from objective good faith as a standard of loyal conduct. It also notes that good faith can act as a residual tool against opportunism, but that its breadth may threaten certainty unless courts anchor it in more specific doctrines and facts. Scholarship on Chinese contract law discusses duties across negotiation, performance and interpretation, while also warning that an expansive good-faith standard can leave room for inconsistent judicial reasoning. Uzbekistan's express triplet of good faith, reasonableness and justice may promote visible, principled reasoning; China's layered provisions may improve doctrinal specificity in common contexts. Neither drafting model by itself ensures consistency. [3] [4] [5]

COMPARATIVE FINDINGS

The common core is clear. Both Codes treat civil relations as governed by more than literal entitlement. Each recognizes that rights are exercised within a framework of legally protected interests and that conduct inconsistent with honest dealing may attract legal consequences. Both provide courts with interpretive and corrective functions. This shared foundation is consistent with comparative scholarship describing good faith as a flexible civil-law concept that supports interpretation, supplementation and control of opportunism, while warning that its content must be supplied by the legal system in which it operates.

The main difference lies in institutional design. China expresses a general principle and reinforces it through provisions tailored to legal acts, pre-contractual dealings, contract performance and judicial assessment of abuse. Its model is therefore cross-cutting and partly rule-based: the applicable context determines which specific manifestation of good faith is relevant. Uzbekistan, by contrast, states an express presumption for the exercise of civil rights,

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Mahsuda Tadjibayeva Rustamjonovna, "The Principle of Good Faith in Civil Law," Turkish Journal of Computer and Mathematics Education 12, no. 4 (2021): 1062–1067, https://doi.org/10.17762/turcomat.v12i4.615.[3]

Larry A. DiMatteo, "'Rule of Law' in China: The Confrontation of Formal Law with Cultural Norms," Cornell International Law Journal 51, no. 2 (2018), Article 3, https://scholarship.law.cornell.edu/cilj/vol51/iss2/3/.[4]

Chunlin Leonhard, "A Legal Chameleon: An Examination of the Doctrine of Good Faith in Chinese and American Contract Law," Connecticut Journal of International Law 25 (2010): 305, https://ssrn.com/abstract=1959630.[5]

makes good faith, reasonableness and justice criteria for analogy of law, and expressly links specified violations to the possibility of refusing judicial protection. Its text makes the presumption and sanction more visible, while the analogical rule is subsidiary by design.

These differences matter for legal certainty and judicial legitimacy. In China, courts should explain how Article 7 interacts with a specific rule such as Articles 142, 500 or 509, avoiding a general appeal to fairness that bypasses the Code. In Uzbekistan, courts should preserve the distinction between Article 5 gap-filling and Article 9 control of rights, and explain why the statutory conditions for denying protection are met. In both systems, transparent findings on reliance, conduct, purpose, commercial context and harm can make the standard more predictable. Academic work on the Uzbek Code has likewise called attention to the need to systematize the principle's manifestations and practical application.

Table 1. Normative and institutional comparison

Criterion	China	Uzbekistan
General formulation	Civil Code Art. 7: good faith, honesty and trustworthiness	Art. 9: presumption of good faith, reasonableness and justice
Contractual specification	Arts. 142, 500 and 509 address interpretation, pre-contract conduct and performance	Art. 5 applies these standards in analogy of law; Art. 9 governs exercise of rights
Abuse of rights	Art. 132 prohibition; SPC interpretation gives assessment factors	Art. 9 prohibits abuse and permits refusal of protection in specified cases
Institutional emphasis	Cross-cutting principle elaborated by context-specific rules	Express presumption and stated judicial-protection consequence

CONCLUSION

The comparative study shows that China and Uzbekistan share a substantive commitment to good faith but give it different normative and institutional forms. China integrates the principle across general law and targeted rules on interpretation, negotiation and performance, with judicial guidance on abuse of rights. Uzbekistan more expressly presumes good faith, reasonableness and justice in the exercise of civil rights, invokes them in analogy of law, and authorizes refusal of protection for specified abuses. The first model emphasizes layered elaboration; the second makes the presumption and remedial consequence especially explicit. In both jurisdictions, sound application requires courts to connect the standard to concrete statutory provisions and proven facts. Further comparative research should examine published civil judgments in both countries to determine how these textual differences shape actual outcomes in contractual and non-contractual disputes.

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